



Resident's Notice of Intent to Move Out

To be delivered to owner's representative

DWELLING UNIT DESCRIPTION. Unit No 9807 9807 Constitution Dr (street address) or
Cincinnati (city), Ohio, 45215 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date July 27, 2017 Owner's name RRE Williamsburg, LLC
Alyssa Portnov, Darlene Portnov Residents (list all residents)

Date you will move out and surrender premises: 8/19/17

- CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.
- DATE OF SURRENDER.** Under the Lease Contract, you surrender the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
 - turn in all keys/access devices where you pay the rent,
 - the move-out date has passed and no one is living in the dwelling;
 - abandon the dwelling (as defined in the Lease Contract)All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.
- EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.
- HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.
- CLEANING.** Under the Lease Contract, you must leave the dwelling unit in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.
- FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.
- RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.
- PROPER NOTICE.** When you use this form, notice from one resident to notice from all, except when a co-resident (other than the remaining resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.
- MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.
- REASONS FOR MOVING. (Optional)**
Attending NKU

Your Signature or Signatures

Alyssa Portnov

Your Forwarding Address
(You must provide this information)

1050 Greenup St. Apt. # 2
Covington, KY
41011

You may be contacted now at:

Home phone: (419) 386-6671

Work phone: ()

Date when you delivered this notice: 7/27/17

FOR OFFICE USE ONLY:

Owner's representative who received notice

Chanel Brown

Date notice was received: 7/27/17

Move-out date was ☒ approved or ☐ disapproved

Tear Here

Owner's Acknowledgment of Receiving Move-Out Notice

(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No 9807 in RRE Williamsburg, LLC

(name of apartment community), or street address (if house, duplex, etc.)

Date of intended move-out 8/19/17 If move-out is approved, prorated rent (if any) through move-out date: \$

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due under the Lease Contract or renewal period expires as defined by the Lease Contract.

Williamsburg *of Cincinnati*

APARTMENTS & TOWNHOMES



August 24, 2017

Alyssa and Darlene Portnoy
1050 Greenup St Apt 203
Covington, KY 41011

Dear Alyssa and Darlene:

Please let this serve as notice regarding a balance you owe to Williamsburg of Cincinnati.

After completing a move-out inspection of your apartment, assessing any deposits, and recognizing your final payment, your balance total is \$937.52. A copy of your Final Account Statement, itemizing our inspection, is attached.

We're able to hold your account, at Williamsburg of Cincinnati, for 30 days from the date of this letter before transferring your account to a collection agency.

Please make check, or money order payments to:

Williamsburg of Cincinnati

200 W. Galbraith Rd, Cincinnati, OH 45215

We appreciate your timely response to this letter.

Brittany Carpenter
Assistant Community Manager
Williamsburg of Cincinnati



Move Out Statement

Date 8/24/2017

Code	t0132089	Property	3090	Lease From	08/20/2016
Name	Alyssa Portnoy	Unit	9807	Lease To	08/19/2017
Address	1050 Greenup Street Apt 203	Status	Past	Move In	08/20/2016
		Rent	615.00	Move Out	08/19/2017
City	Covington, ky 41011			Notice	07/27/2017
Telephone	(O)-() - (H)-() -				

Date	Description	Charge	Payment	Balance	Chg/Rec
	Balance as of 08/01/2017			0.00	
08/01/2017	Trash - 06/01/17-06/30/17	5.00		5.00	4685068
08/01/2017	Service fee - 06/01/17-06/30/17	4.55		9.55	4685069
08/01/2017	Water/Sewer - 06/01/17-06/30/17	29.92		39.47	4685070
08/01/2017	Rent - Residential (08/2017) 19 days	376.94		416.41	4707279
08/04/2017	chk# :ACH-301297 Pre-Authorized Payment		416.41	0.00	2347426
08/19/2017	:Security Deposit Paid In credit	(200.00)		(200.00)	4748133
08/19/2017	Insufficient Notice (37 days of 60 day notice left. Charge remaining days at a MTM rate of \$898.00)	1,071.81		871.81	4748134
08/21/2017	Final Moveout fee	1.95		873.76	4746020
08/21/2017	Trash (Income) - 07/01/17-07/31/17	5.00		878.76	4746021
08/21/2017	Utility (Income) - 07/01/17-07/31/17	4.55		883.31	4746022
08/21/2017	Water (Income) - 07/01/17-07/31/17	28.89		912.20	4746023
08/21/2017	Final Trash (Income) - 08/01/2017-08/19/2017	3.06		915.26	4746024
08/21/2017	Final Utility (Income) - 08/01/2017-08/19/2017	4.55		919.81	4746025
08/21/2017	Final Water (Income) - 08/01/2017-08/19/2017	17.71		937.52	4746026

Michael D. Portnoy
Attorney at Law

810 West South Boundary Rd.
Perrysburg, Ohio 43551
PH: 419-874-2775 FX: 419-874-2777

August 28, 2017

FAX: (513) 948-0761

Manager of Williamsburg of Cincinnati
200 West Galbreath Rd.
Cincinnati, Ohio 45215

RE: Apartment charges for Alyssa Portnoy

To whom it may concern

I represent Alyssa Portnoy regarding a bill concerning the move out notice on page five (5), paragraph thirty-seven (37) of Ms. Portnoy's lease agreement with the Williamsburg Apartments.

Neither Paragraph thirty-seven (37) nor paragraph three (3) of the lease agreement states Williamsburg Apartments may charge a fee regarding the notice requirement. Therefore, you have no legal right to attempt to collect any claimed fees.

If you or any collection agency attempt to collect on this supposed debt, a class action counterclaim will be filed against you alleging among other claims, violations of the Fair Debt Collection Practices Act, the Ohio Consumer Sales Practices Act, state and federal civil RICO claims and breach of contract.

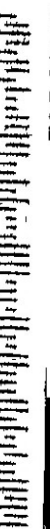
I trust this matter will now be concluded.

Sincerely,
s/ Michael D. Portnoy
Attorney for Alyssa Portnoy

Cc: Darlene Portnoy
Alyssa Portnoy



AFTAB PUREVAL
1000 MAIN ST
CINCINNATI OH
COMMON PLE
A 1705830 D 1



IFIED MAIL



7194 5168 6310 0842 0351

Cincinnati, Ohio #2 P&D 452 ZIP
MON 13 NOV 2017 PM

11/13/2017 SUMMONS & COMPLAINT
NATIONAL CREDIT SYSTEMS INC
3750 NATURALLY FRESH BLVD
ATLANTA GA 30349

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